

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

AMERICAN AIRLINES, INC.,

Plaintiff,

VS.

KUEHNE + NAGEL INC.,

Defendant.

[illegible]

Civil Action No. \_\_\_\_\_

## JURY TRIAL DEMANDED

## COMPLAINT

Plaintiff American Airlines, Inc. (“Plaintiff” or “American”) alleges as follows for its Complaint for breach of contract, negligence, and *res ipsa loquitur* against Kuehne + Nagel Inc. (“Defendant” or “Kuehne + Nagel”):

## PARTIES

1. Plaintiff American Airlines, Inc. is a Delaware corporation licensed to do business in the State of Texas. American maintains its principal place of business at 1 Skyview Dr., Fort Worth, Texas 76155.

2. Defendant Kuehne + Nagel Inc. is a New York corporation with its principal place of business at 10 Exchange Place, 19<sup>th</sup> Fl., Jersey City, New Jersey.

## **JURISDICTION AND VENUE**

3. The Court has subject matter jurisdiction over this suit because complete diversity exists between the parties, and the amount in controversy exceeds \$75,000. 28 U.S.C. § 1332(a).

4. The Court has personal jurisdiction over Kuehne + Nagel because it has purposely availed itself of the privilege of doing business in Texas; it has purposefully availed itself of the

benefits of Texas law; has done substantial business in this State systematically for years; and the claims against Kuehne + Nagel are substantially related to their contacts with the State of Texas and a Fort Worth-based company.

5. Venue is proper in this District under an agreed venue selection provision contained within a Tolling Agreement.

### **FACTUAL BACKGROUND**

6. Fort Worth-based American is the world's largest commercial airline. Together with its affiliates, American serves nearly 350 destinations in more than 50 countries, with 6,800 flights per day.

7. Kuehne + Nagel is a New Jersey-based shipping company that provides shipping services to companies across the world. Kuehne + Nagel also has a branch located in Austin, Texas.

8. American has contracted with Kuehne + Nagel multiple times over the years to transport cargo all across the world that, for the most part, would eventually arrive at American's largest hub: the Dallas/Fort Worth International Airport (the "DFW Airport").

9. On June 30, 2021, American hired Kuehne + Nagel to transport an ESN 51238 Trent 800 Engine (the "Engine") from the DFW Airport to Hong Kong, China in order for the Engine to receive maintenance and repairs.

10. On September 29, 2021, after the Engine's repairs were completed, Kuehne + Nagel agreed to transport the Engine from Hong Kong, China to Tulane, Oklahoma for approximately \$208,078. Eventually, the Engine would be incorporated into American's fleet of airplanes at the DFW Airport.

11. Upon the Engine's arrival, American inspected the Engine and found that the Engine had incurred significant damage in transit including to its: overspeed protection unit, power conditioning unit, suitcase vent tube, and to its electrical harness.

12. All in all, American estimates approximately \$520,246 to fully repair the Engine's damage.

13. On August 25, 2022, American made a claim to Kuehne + Nagel regarding the damages that occurred during the Engine's September 29, 2021 transit.

14. Through multiple tolling agreements, the parties agreed to toll any statutes of limitations related to this action until August 31, 2024.

15. Unfortunately, Kuehne + Nagel continues to refuse to compensate American for the damage done to the Engine. Therefore, American is forced to bring this complaint.

#### **COUNT I – BREACH OF CONTRACT**

16. American incorporates herein by reference the foregoing allegations.

17. As stated above, on or about September 29, 2021, American and Kuehne + Nagel entered into an agreement whereby Kuehne + Nagel would transport the Engine from Hong Kong, China to Tulsa, Oklahoma for \$208,078. American paid the shipping costs and fulfilled all other requirements under the agreement. Kuehne + Nagel breached the agreement by failing to transport the Engine with the reasonable care required. As set forth above, the Engine has incurred approximately \$520,246 in damage to which Kuehne + Nagel has refused to pay.

18. As a proximate and foreseeable result of Kuehne + Nagel's breach, American has been damaged, for which sums it sues, in an amount within the jurisdiction of this Court. American seeks to recover its actual, special, exemplary, and consequential damages, out-of-pocket damages, and

attorneys' fees pursuant to Texas Civil Practice and Remedies Code Section 38.001, along with court costs and pre- and post-judgment interest at highest lawful rate.

**COUNT II – NEGLIGENCE**

19. American incorporates herein by reference the foregoing allegations.

20. Kuehne + Nagel owed American a duty to use reasonable care in the transport of the Engine, including all reasonable steps to ensure the Engine reached its destination in good order and condition. Kuehne + Nagel, by and through the acts of its agents, employees, and representatives, breached this duty of ordinary care in multiple respects by failing to take reasonable measures to prevent damage to the Engine. As a direct and proximate cause of Kuehne + Nagel's negligence, American has sustained damages in the approximate amount of \$520,246.

21. As a proximate and foreseeable result of Kuehne + Nagel's breach, American has been damaged, for which sums it sues, in an amount within the jurisdiction of this Court. American seeks to recover its actual, special, exemplary, and consequential damages, out-of-pocket damages, and attorneys' fees, along with court costs and pre- and post-judgment interest at highest lawful rate.

**COUNT III – RES IPSA LOQUITUR**

22. American incorporates herein by reference the foregoing allegations.

23. Kuehne + Nagel's acts and/or omissions implicate the doctrine of *res ipsa loquitur*, because the character of the occurrence made the basis of this lawsuit is such that it would not have occurred without the negligence of Kuehne + Nagel.

**PRAYER FOR RELIEF**

On motion or after a trial by jury, American requests that the Court render judgment in American's favor against Defendants, awarding American the following relief:

- A. American's actual, incidental, and consequential damages;
- B. American's reasonable and necessary attorneys' fees and expenses incurred in prosecuting this action and all costs of court included herein;
- C. Pre-judgment and post-judgment interest at the maximum rate allowed by law; and,
- D. Award American such other and further relief as the Court finds just and proper.

**DEMAND FOR JURY TRIAL**

American respectfully demands a jury trial on all claims and issues so triable.

DATED: August 30, 2024

Respectfully submitted,

/s/ Shauna J. Wright

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